

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

RICHARD L. ANDREWS, JR. : CIVIL ACTION
:
v. :
:
COMPUSA, INC., JAMES HALPIN, :
GEORGIA PETERSON, PAUL POYFAIR :
SCOTT SEAY and TONY WEIS : NO. 99-3420

MEMORANDUM ORDER

By order of May 12, 2000, the court transferred the above case to the Northern District of Texas. Plaintiff Andrews has filed a motion asking the court "to partially reconsider" that order. Plaintiff requests that the court sever and transfer only the claims he has asserted against the individual defendants and retain the claims asserted against the corporate defendant.

Plaintiff argues that consideration of the Jumara factors favors litigation of his claims against CompUSA in this district.¹ If plaintiff were suing CompUSA alone, he might be

¹See Jumara v. State Farm Ins. Co., 55 F.3d 873, 879-80 (3d Cir. 1995).

right.²

Plaintiff, however, has asserted parallel and interrelated claims against various other defendants as well. The court lacks personal jurisdiction over these individual defendants and any judgment entered against them here would be void. In such circumstances, the interest of justice is most clearly served by avoiding fragmentation of what is essentially a single controversy and transferring the case in its entirety to an appropriate district. See Cottman Transmission Systems, Inc.

²The conduct and decisions giving rise to the claims were undertaken in both districts. Pennsylvania has an interest in seeing that persons employed here are treated fairly. Texas has a comparable interest in ensuring that its corporate citizens and persons making business decisions there are performing lawfully. There has been no showing that necessary testimony or documents could be presented in one district but not the other. It would apparently be more convenient for plaintiff and four prospective witnesses to proceed in Philadelphia and for CompUSA and four of the individual defendants who, even if not named, would be witnesses to proceed in Dallas. It would be equally convenient or inconvenient for Mr. Seay, who is now in Georgia, to proceed in either location. Any judgment against CompUSA would likely have to be enforced in Texas. It appears that the contract claim which plaintiff seeks to litigate here would be governed by Texas law, but this in any event is insignificant. Federal courts routinely apply the law of states in which they do not sit. Putting aside the substantial considerations involving the sound administration of justice implicated by the fragmentation of the case, plaintiff's choice of forum would likely be the determinative factor.

v. Martino, 36 F.3d 291, 296 (3d Cir. 1994).³

Plaintiff now suggests that it may be easier to obtain satisfaction of a judgment against CompUSA than he earlier believed when he decided to join all potentially liable parties.⁴ The fact remains that plaintiff is suing various other defendants to enhance the ease and likelihood of obtaining satisfaction should he prevail, and the only way to ensure that the case is adjudicated in tact is to transfer it to Dallas.

Accordingly, this day of May, 2000, **IT IS**
HEREBY ORDERED that the Motion of Plaintiff Andrews to Partially Reconsider is **DENIED**.

BY THE COURT:

JAY C. WALDMAN, J.

³Plaintiff suggests that two trials may be necessary in any event because of the pendency here of a related case. The plaintiff in that case, however, has expressed a preference to proceed in one consolidated trial in Dallas if the claims in this action against defendants as to whom there is no jurisdiction are not severed.

⁴Plaintiff posits that the claims against the individual defendants might not have to be tried unless and until it appears that a judgment against CompUSA cannot readily be collected. The individual defendants allegedly made key decisions giving rise to plaintiff's claims against the corporate defendant. They will have to testify in the resolution of this action in any event. The sound administration and interest of justice are best served by ensuring that they need to do so only once in a context where the entire dispute as to all parties can be definitively and promptly resolved.